

REMARKS

Claims 1-5, 7-18, and 20 were presented for examination in the present application. The instant amendment cancels non-elected claims 18 and 20 without prejudice. Thus, claims 1-5 and 7-17 are presented for consideration upon entry of the instant amendment, which is respectfully requested. Claims 1 and 7 are independent.

Independent claims 1 and 7, as well as dependent claims 2, 5, 8-10, and 12-17 were rejected under 35 U.S.C. §102 over U.S. Patent No. 3,830,278 to Packer. Dependent claims 3 and 4 were rejected under 35 U.S.C. §103 over Packer in view of U.S. Patent No. 3,613,279 to Belfor (Belfor). Dependent claim 11 was rejected under 35 U.S.C. §103 over Packer in view of U.S. Patent No. 6,145,567 to Henley (Henley).

Applicant respectfully traverses these rejections.

Independent claim 1 recites, in part, that the first fastening elements are configured to form “a releasable connection with second fastening elements provided on a picture adapted to be stretched onto the frame (emphasis added)”. Similarly, independent claim 7 recites, in part, first fastening elements for being “releasably connected with second fastening elements provided on a picture adapted to be stretched onto the frame (emphasis added)”.

The Office Action asserts that the staples, nails, and tacks of Packer disclose the “a releasable connection” as claimed. More specifically, the Office Action asserts that a nail that has been driven into a material can also be pulled out. Based on this assertion, the Office Action concludes that the staples, nails, and tacks of Packer disclose a releasable connection.

Using the Office Action’s contorted logic, all connections are releasable. For example, the application of a large enough force would release even a welded connection.

However, such a welded connection certainly is not contemplated by the claimed “releasable connection”.

During prosecution, claims are to be given their broadest reasonable interpretation, but the interpretation must be consistent with the description of the invention in the specification. *In re Zletz*, 893 F.2d 319, 321, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989).

Applicant respectfully submits that reading connections such as those formed by staples, nails, and tacks or even welds on the claimed first and second fastening elements that form “a releasable connection” is simply not reasonable and is not consistent with the description of the invention in the specification.

Notwithstanding the above, claim 1 has been clarified to recite that the first fastening elements are “configured to form a releasable and non-destructive connection with second fastening elements (emphasis added)”. Similarly, claim 7 has been clarified to recite first fastening elements that are “releasably and non-destructively connected with second fastening elements (emphasis added)”.

Support for this amendment can be found in the specification at least at page 3, line 27 through page 4, line 5. No new matter is added.

Applicant submits that the driving of a tack, nail, or staple into a material and the subsequent removal of that tack, nail, or staple from the material is not a “releasable and non-destructive connection” as in clarified claim 1 or the “first fastening elements that are “releasably and non-destructively connected with second fastening elements” as in clarified claim 7.

The Office Action fails to assert that Belfor or Henley disclose or suggest claims 1 or 7. Accordingly, Packer alone or in combination with Belfor and/or Henley fails to disclose or suggest independent claims 1 and 7. Therefore, Applicant submit that

claims 1 and 7, as well as claims 2-5 and 8-17 that depend therefrom, respectively, are in condition for allowance. Reconsideration and withdrawal of the rejection to claims 1-5, and 7-17 are respectfully requested.

Applicant further submits that claim 11 is in condition for allowance. Claim 11 recites that "said fastening elements cooperate in correspondence with a VELCRO fastener (emphasis added)".

Henley is asserted by the Office Action as disclosing that VELCRO is an equivalent fastener to staples. Applicant respectfully disagrees.

Henley discloses valance brackets 19, 19' are affixed to blind trough 18 by clips 21, although other means for attaching may be utilized such as conventional fasteners, staples, screws, bolts, Velcro, adhesives, or the like. See col. 2, lines 46-53. Thus, Henley merely discloses a list of fasteners that are suitable for connecting valance brackets and blind troughs.

Henley is directed to a blind valance assembly and not to a picture frame as claimed or a canvas stretcher as in Packer. Thus, Applicant submits that Henley fails to disclose or suggest that Velcro is a fastener that is equivalent to staples and nails in the canvas stretcher of Packer.

Accordingly, Packer in combination with or Henley fails to disclose or suggest dependent claim 11. Reconsideration and withdrawal of the rejection to claim 11 are respectfully requested.

In view of the above, it is respectfully submitted that the present application is in condition for allowance. Such action is solicited.

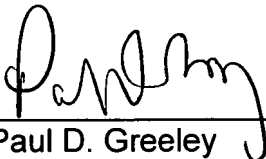
In the alternative, it is respectfully submitted that the instant amendment places the present application in better condition for appeal. Accordingly, entry and

consideration of the instant amendment, at least for the purposes of appeal, are respectfully requested.

If for any reason the Examiner feels that consultation with Applicant's attorney would be helpful in the advancement of the prosecution, the Examiner is invited to call the telephone number below.

Respectfully submitted,

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